

# BT Binding Corporate Rules

for the EU

Date August 2024

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**THIS DEED is made between the BT Group Companies.**

## 1. Introduction

- 1.1 These Rules apply to the processing of Personal Data by BT Group Companies and will provide adequate protection for processing of Personal Data by BT Group Companies within the EEA and Other Regulated Jurisdictions and the transfer of Personal Data by the BT Group Companies outside of the EEA and Other Regulated Jurisdictions in accordance with the requirements of the Data Protection Legislation, as set out in more detail in paragraph 3.
- 1.2 The Board of Directors of each of the BT Group Companies (the “**Board of Directors**”) are committed to ensuring compliance with these Rules.
- 1.3 All Personnel of each BT Group Company will: (i) have a copy of these Rules made available to them; (ii) be provided with appropriate training on compliance with these Rules; and (iii) be required to ensure and demonstrate compliance with these Rules by agreeing to comply with the “BT Being Trusted: Our Code”, which makes reference to these Rules and contains sanctions in the event of non-compliance.
- 1.4 All Personnel of each BT Data Processor and BT Sub-Processor will respect: (i) the relevant Third-Party Data Controller’s instructions in relation to the processing of its Third-Party Personal Data, and (ii) security and confidentiality measures as set out in the relevant Data Processing Agreement.
- 1.5 The person that is ultimately responsible for compliance with these Rules is: the BT Group Data Protection Officer (the “**Group DPO**”).

## 2. Definitions and Interpretation

- 2.1 In these Rules: “**data controller**”, “**data processor**”, “**data subject**”, “**personal data**”, “**processing**”, “**special categories of personal data**” shall each have the same meanings as are given to them in the GDPR and “**process**” and “**processed**” shall be construed accordingly.

- 2.2 In these Rules, the following capitalised terms have the meanings set out below:

“**Applicable Law**” means the mandatory requirements of any law, enactment, regulation, regulatory policy or guideline from a relevant and competent regulatory authority applicable to a BT Group Company and/or to any of the activities of a BT Group Company;

“**Approved Country**” means any non-EEA country officially recognised by the European Commission from time to time as ensuring an adequate level of protection for personal data;

“**Board of Directors**” has the meaning provided in paragraph 1.2;

“**BT**” means the BT Group Companies (including BT Nederland) and their successors and assigns;

“**BT Being Trusted: Our Code**” means BT’s overarching statement of business principles which is available to all Personnel <https://intra.bt.com/bt/ourcode/Pages/index.aspx>, as amended or replaced from time to time;

“**BT Data Controller**” means the relevant BT Group Company acting as a data controller of Personal Data;

“**BT Data Processor**” means any BT Group Company acting as a data processor on behalf of a BT Data Controller or Third-Party Data Controller;

“**BT Privacy Office**” has the meaning provided in paragraph 12.1;

“**BT Group Companies**” means the entities set out in Appendix A (Participating BT Group Companies) comprising all BT operating entities which have executed these Rules (or a Deed of Adherence in accordance with paragraph 17 (*New BT Group Signatories*)) and are bound by these Rules;

“**BT Personal Data**” means personal data (other than Third Party Personal Data) originating from or processed by and on behalf of:

- (a) any BT Group Company located within the EEA; or
- (b) any BT Group Company located outside the EEA, but only to the extent such Personal Data must be subject to these Rules as required by Applicable Law in such jurisdiction;

“**BT Nederland**” means BT Nederland N.V., a public limited company registered in the Netherlands under company number 33296214 whose registered office is at Herikerbergweg 2, 1101 CM Amsterdam, and its successors and assigns;

“**Controller to Controller Model Clauses**” means the standard contractual clauses for the transfer of personal data from the EEA to third countries as approved in the European Commission decision of 27 December 2004 as amended, substituted or replaced from time to time.

“**Controller to Processor Model Clauses**” means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as approved in the European Commission decision of 5 February 2010 as amended substituted or replaced from time to time.

“**Data Controller**” means a BT Data Controller and a Third-Party Data Controller;

“**Data Processing Agreement(s)**” means any contract or clauses within a contract in respect of Third Party Personal Data between the relevant Third Party Data Controller and the relevant BT Data Processor, which meets the requirements of Article 28(3) of the GDPR (or, where relevant, such equivalent obligations of a data processor as set out in applicable Data Protection Legislation outside of the EEA) and otherwise requires BT to comply with these Rules;

“**Data Protection Legislation**” means the GDPR and any national law which implements or supplements the GDPR, any future legislation amending or replacing them and any generally applicable legislation in Other Regulated Jurisdictions;

“**Deed of Adherence**” means a deed of adherence with BT Nederland substantially in the form set out in Appendix E (*Deed of Adherence*), which shall evidence the new signatories’ intention to be bound by these Rules from the date on which they execute such deed;

“**EEA**” means the European Economic Area;

“**EU Law**” means European Union law, the law of any state that is a Member State of the European Union on the date of these Rules and the law of any state that subsequently becomes a Member State of the European Union;

“**Established**” in a jurisdiction in relation to an entity means an entity which is:

- (a) a body corporate, being incorporated under the law of that jurisdiction;
- (b) a partnership or other unincorporated association, being formed under the law of, or any part of, that jurisdiction; or
- (c) any other person who does not fall within paragraphs (a) or (b) above but maintains in that jurisdiction an office, branch or agency through which he carries on any business activity, or a regular practice,

and the term “**Establishment**” shall have a corresponding meaning;

“**Individual**” shall have the same meaning as data subject;

“**General Data Protection Regulation**” or “**GDPR**” means the General Data Protection Regulation (2016/679) on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

“**Group DPO**” has the meaning provided in paragraph 1.5;

“**Other Regulated Jurisdiction**” means any jurisdiction outside the EEA which has generally applicable legislation regulating Personal Data;

“**Individual**” shall have the same meaning as data subject;

“**Personal Data**” means Third Party Personal Data and BT Personal Data;

“**Personal Data Breach**” has the meaning provided in paragraph 8.3;

“**Personnel**” means BT personnel that have permanent or regular access to Personal Data; and/or are involved in the collection of such Personal Data; and/or are involved in the development of tools using such Personal Data;

“**Responsible BT Group Company**” has the meaning provided in paragraph 15.10;

“**Rules**” means the rights and obligations set out in these BT Binding Corporate Rules;

“**BT Sub-Processor**” means any BT Group Company sub-processor that processes Personal Data, under an agreement or arrangement with a BT Data Processor, for the purposes of providing processing services to a Data Controller;

“**Sub-Processing Agreement**” means a sub-processing agreement between a BT Data Processor and a BT Sub-Processor or external sub-processor (as the context requires) entered into for the purposes of providing processing services to a Data Controller;

“**Supervisory Authority**” has the meaning given to it in the GDPR or, if outside the EEA, as otherwise defined in applicable Data Protection Legislation;

“**Third Party Data Controller**” means the relevant third party acting as a data controller of Third-Party Personal Data (which data controller has entered into a Data Processing Agreement with a BT Data Processor);

“**Third Party Personal Data**” means personal data originating from a Third-Party Data Controller, that is subsequently disclosed or made available either to (i) an EEA based BT Data Processor; or (ii) a BT Data Processor established outside the EEA, where but for the application of these Rules, such a transfer would not be permitted by Applicable Law;

“**Third Party Personal Data Breach**” has the meaning given in paragraph 8.5; and

“**Working Day**” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

2.3 These Rules will be interpreted in accordance with the Data Protection Legislation.

2.4 When used in these Rules, the term “non-material damage” shall be interpreted (i) in the same manner as the term set out in the GDPR (and, in respect of any exports subject to any successor legislation in the United Kingdom, that legislation), and (ii) without prejudice to the ordinary rules of causation and remoteness under the governing law of these Rules.

2.5 In these Rules:

2.5.1 references to a statute or statutory provision include:

- (a) that statute or statutory provision as from time to time modified, re-enacted, consolidated, or replaced, whether before or after the date of these Rules, which in the case of the GDPR shall include (without limitation) any relevant delegated or implementing acts at both an EU and national level as modified, re-enacted, consolidated, or replaced from time to time;
- (b) any past statute or statutory provision (as from time to time modified, re-enacted or consolidated) which that statute or provision has directly or indirectly replaced; and

- (c) any subordinate legislation made from time to time under that statute or statutory provision, which is in force at the date of these Rules;

2.5.2 references to:

- (a) a person includes any company, partnership or unincorporated association (whether or not having separate legal personality); and
- (b) a company include any company, corporation or any body corporate, wherever incorporated; and

2.5.3 references to one gender include all genders and references to the singular include the plural and vice versa.

### 3. Scope

3.1 These Rules apply to all Personal Data (that falls within the geographical scope set out in paragraph 3.2) which is processed by BT Group Companies, whether acting as a BT Data Controller, BT Data Processor, or BT Sub-Processor.

3.2 These Rules apply to:

*Processing of Personal Data subject to EEA laws and regulations*

- 3.2.1 any processing of Personal Data in the EEA by a BT Group Company located in the EEA;
- 3.2.2 any processing of Personal Data by a BT Group Company located outside of the EEA (including where such Personal Data has been transferred directly to a BT Group Company by or on behalf of a Third-Party Data Controller);
- 3.2.3 any transfer of Personal Data out of the EEA by one BT Group Company to another BT Group Company except when otherwise allowed under Applicable Law; and
- 3.2.4 any subsequent processing or sub-processing of the Personal Data described in paragraph 3.2.3 by a BT Group Company located outside of the EEA including any transfer from one non-EEA based BT Group Company to another non-EEA based BT Group Company (except when otherwise allowed under Applicable Law).

*Processing of Personal Data not subject to EEA laws and regulations*

- 3.2.5 Any processing of Personal Data by a BT Group Company in an Other Regulated Jurisdiction (including where such Personal Data has been transferred directly to a BT Group Company by or on behalf of a Third-Party Data Controller) to the extent, and only to the extent, the requirements of these Rules must be imposed on such Personal Data as a result of Applicable Law in such Other Regulated Jurisdictions;
- 3.2.6 any transfer of Personal Data out of Other Regulated Jurisdictions from one BT Group Company to another BT Group Company (i) except when otherwise allowed by Applicable Law; and (ii) to the extent, and only to the extent, the requirements of these Rules must be imposed on such Personal Data as a result of Applicable Law in such Other Regulated Jurisdictions; and
- 3.2.7 any subsequent processing or sub-processing of the Personal Data described in paragraph 3.2.6 (including any transfer) by a BT Group Company located outside of an Other Regulated Jurisdiction from which the data was originally exported to the extent, and only to the extent, the requirements of these Rules must be imposed on such Personal Data as a result of Applicable Law in such Other Regulated Jurisdiction (except when otherwise allowed by Applicable Law).

3.3 These Rules cover the processing of Personal Data both on-line and off-line (provided that in the case of off-line records, the Personal Data forms part of a structured manual filing system).

- 3.4 A list of the BT Group Companies which are bound by these Rules can be found in Appendix A (BT Group Companies). This list shall be updated from time to time to reflect new BT Group Companies that have become bound by these Rules or BT Group Companies that have ceased to be bound by these Rules.
- 3.5 The nature and material scope of the Personal Data that the BT Group Companies process (as part of their regular business activities) is set out in Appendix B (Purposes of Processing). All of the data processing set out in Appendix B (Purposes of Processing) is conducted by BT Data Controllers. Where required by a Third-Party Data Controller, some of these activities marked by an asterisk (or others specified in a Data Processing Agreement) may be carried out by a BT Data Processor.

## 4. Privacy Principles

4.1 When acting as a BT Data Controller, each BT Group Company will follow the principles set out in paragraph 4.2 (subject to exemptions provided by Applicable Law) when processing Personal Data.

4.2 Personal Data will be:

- 4.2.1 processed fairly, lawfully and in a transparent manner in relation to the Individual, including in accordance with the conditions set out in the Data Protection Legislation from time to time;
- 4.2.2 collected for specified, explicit and legitimate purposes and not further processed in a way that is incompatible with those purposes;
- 4.2.3 only processed to the extent that it is adequate, relevant and limited to what is necessary in relation to the purposes for which it is collected and/or further processed;
- 4.2.4 accurate and, where necessary, kept up to date and every reasonable step will be taken to ensure that Personal Data, which is inaccurate or incomplete, taking into account the purposes for which it was collected or for which it is further processed, is erased or corrected without delay;
- 4.2.5 kept in a form which permits identification of Individuals for no longer than is necessary for the purposes for which the Personal Data was collected or is further processed;
- 4.2.6 in some cases, special categories of personal data and such data is therefore subject to additional protections and controls consistent with Data Protection Legislation; and
- 4.2.7 subject to the security measures set out in paragraph 8.2.

4.3 When acting as a BT Data Processor or BT Sub-Processor for a Third-Party Data Controller, each BT Group Company will (subject to exemptions provided by Applicable Law), when processing Third Party Personal Data:

- 4.3.1 help and assist the Third-Party Data Controller to comply with the legal requirement in Article 5(1)(a) of the GDPR to process Third Party Personal Data lawfully, fairly and in a transparent manner;
- 4.3.2 process Third Party Personal Data in compliance with the Third-Party Data Controller's documented instructions including with regard to transfers of Personal Data outside of the EEA to a non-Approved Country, unless required otherwise by applicable EU Law to which the BT Data Processor is subject. In such a case, the BT Data Processor (as informed by the BT Sub-Processor, as the case may be) will inform the Third-Party Data Controller of that legal requirement before the processing takes place unless prohibited from doing so by that EU Law on important grounds of public interest;
- 4.3.3 in the event of expiry or the termination of data processing services provided on behalf of a Third Party Data Controller, at the option of the Third Party Data Controller, delete or return all relevant Third Party Personal Data transferred to the Third Party Data Controller and delete copies of this Third Party Personal Data, and confirm to the Third Party Data Controller upon request that they have done so, unless Applicable Law prevents them from deleting or returning the Third Party Personal Data, in which case the relevant BT Data Processor and/or BT Sub-Processor will inform the Third Party Data Controller and warrant to it that they will guarantee the confidentiality of this Third Party Personal Data and that they will no longer actively process this Third Party Personal Data; and

- 4.3.4 to the extent relevant to the services provided under the agreement with the Third-Party Data Controller, provide reasonable assistance to such Third-Party Data Controller to comply with the legal requirements in relation to data quality, as set out in Articles 5(1)(b)-(e) of the GDPR. Specifically, they will:
- (a) introduce any necessary measures when reasonably requested by the Third-Party Data Controller, in order to have relevant Third-Party Personal Data processed by the BT Data Processor and/or BT Sub-Processor updated, corrected or deleted and inform other BT Group Companies to which the Third-Party Personal Data has been disclosed of these updates, corrections or deletions; and
  - (b) introduce any necessary measures when reasonably requested by the Third-Party Data Controller, in order to have relevant Third-Party Personal Data processed by the BT Data Processor and/or BT Sub-Processor deleted or anonymised once it is no longer necessary to identify Individuals and inform other BT Group Companies to which the Third-Party Personal Data has been disclosed of any deletion or anonymisation.

## 5. Accountability

- 5.1 All BT Data Controllers and BT Data Processors will maintain a record of all categories of processing activities they carry out, in line with Article 30 of the GDPR, to demonstrate compliance with the requirements set up by these Rules, including the principles set out at paragraph 4.2 above. This record shall be made available to the relevant Supervisory Authority upon request.
- 5.2 BT Data Controllers will carry out data protection impact assessments where they identify that processing is likely to result in a high risk to the rights and freedoms of Individuals. Where a data protection impact assessment indicates that the processing would result in a high risk to Individuals in the absence of measures taken by the BT Data Controller to mitigate that risk, the BT Data Controller will consult with the competent Supervisory Authority prior to commencing the processing.
- 5.3 BT Data Controllers shall comply with their obligations in respect of data protection by design and default in line with Article 25 of the GDPR, to facilitate compliance with the requirements set out by these Rules in practice.

## 6. Transparency and Information Access

- 6.1 All BT Group Companies will make sure that these Rules are readily available to Individuals. The Rules are published on BT's website, along with BT's Privacy Policy and can be accessed at: <http://www.bt.com/privacy-policy>
- 6.2 Individuals can contact BT if they have any queries in relation to the handling of their Personal Data under these Rules, or if they would like to obtain a hard-copy version of these Rules. Please contact us using [this form](#), or our BT's contact details are:

### For within the EEA

BT Nederland  
Herikerbergweg 2,  
1101 CM Amsterdam  
The Netherlands

### For outside the EEA

British Telecommunications plc

Data Privacy Team, BT  
Floor 16  
1 Braham Street  
London  
E1 8EE



- 6.3 Each BT Data Controller will inform Individuals of the processing of their Personal Data through privacy notices provided by the relevant BT Group Companies and other relevant means.
- 6.4 Before any BT Data Controller will process any Personal Data, it will make sure that, where required, Individuals have been provided with the following information:
- 6.4.1 the identity and contact details of the BT Data Controller (and of their representatives, if any, and data protection officers (if any));
  - 6.4.2 the purposes for which the Personal Data is intended to be processed, the legal basis for the processing and where the legal basis is legitimate interests, the details of such interests;
  - 6.4.3 the recipients or categories of recipients of the Personal Data;
  - 6.4.4 details of any intended transfers of Personal Data outside the EEA, the safeguards relied upon (such as these Rules) and the means to obtain copies of any relevant transfer agreements;
  - 6.4.5 how long the BT Group Company will store the Personal Data, or the criteria used to define this period;
  - 6.4.6 details of the Individual's right to access Personal Data held about them, to require the correction or erasure of their Personal Data, to object to or restrict processing of their Personal Data and the right to data portability;
  - 6.4.7 the Individual's right to complain to a Supervisory Authority;
  - 6.4.8 whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, whether the Individual is obliged to provide their Personal Data and of the possible consequences of failure to provide such Personal Data;
  - 6.4.9 the Individual's right to withdraw their consent at any time when that BT Group Company is relying on such consent to process the Individual's Personal Data;
  - 6.4.10 the reasoning for any automated decisions (as well as the significance and the envisaged consequences of such processing), where the BT Group Company takes decisions about Individuals using solely automated processes, and those decisions significantly affect an Individual or produce legal effects concerning an Individual; and
  - 6.4.11 the source from which the BT Group Company received the Personal Data and the categories of Personal Data processed, where it was not collected from the Individual themselves.
- 6.5 Where the Personal Data has not been collected directly from the Individual, the obligation to give Individuals the information set out in paragraph 6.4 will not apply if the provision of such information proves impossible, would involve a disproportionate effort, or if recording or disclosure is expressly permitted by Applicable Law.

## 7. Rights of Individuals

- 7.1 Subject to the exemptions, limitations and scope of application provided by Applicable Law, each BT Data Controller will make sure that every Individual has the right to:
- 7.1.1 obtain free of charge a copy of their Personal Data that is processed by the BT Group Company; such right being, in any event, subject to Applicable Law.
  - 7.1.2 obtain the correction, erasure or restriction of their Personal Data that is processed by the BT Group Company;
  - 7.1.3 object, at any time on grounds relating to their particular situation, to the processing of their Personal Data which is based on point (e) or (f) of Article 6(1) of the GDPR, including profiling based on those provisions. The BT Data Controller shall no longer process the Personal Data, unless it demonstrates compelling legitimate grounds for the processing, which override the interests, rights and freedoms of the Individual or for the establishment, exercise or defence of legal claims;

- 7.1.4 object, on request and free of charge, to the processing of their Personal Data for the purposes of direct marketing;
- 7.1.5 (where relevant) not be subject to a decision based solely on automated processing, including profiling which produces legal effects concerning him or her or similarly significantly affects him or her; and/or
- 7.1.6 data portability, in a structured, commonly used machine readable format.
- 7.2 In the event that an Individual makes a request in respect of their Personal Data in accordance with paragraph 7.1 above the relevant BT Group Company will respond to any such request and provide the requested information (unless it is permitted by Applicable Law to refuse the request, or to comply only in part with the request, or in the case of Third Party Personal Data, unless otherwise agreed with the Third Party Data Controller) within the timescales set by Applicable Law. All requests in respect of an Individual's Personal Data should be made to [BT | Individual Rights Request form](#), or alternatively addressed to:

**For within the EEA**

BT Nederland  
Herikerbergweg 2,  
1101 CM Amsterdam  
The Netherlands

**For outside the EEA**

British Telecommunications plc

Data Privacy Team, BT  
Floor 16  
1 Braham Street  
London  
E1 8EE

- 7.3 Each BT Data Controller will make sure that no evaluation or decision about an Individual which significantly affects that Individual will be based only on the automated processing of their Personal Data unless the evaluation or decision:
- 7.3.1 is taken during the entering into or performance of a contract, at the request of the Individual or where there are suitable measures to safeguard the Individual's legitimate interests (including arrangements allowing him or her to put forward his or her point of view), or
- 7.3.2 is allowed by Applicable Law which also contains measures to protect the Individual's legitimate interests.
- 7.4 Each BT Data Processor and BT Sub-Processor will, in respect of Third-Party Personal Data:
- 7.4.1 to the extent relevant, and insofar as possible, at the Third Party Data Controller's reasonable request, assist the Third Party Data Controller with the fulfilment of the Third Party Data Controller's obligations to respond to requests for exercising the Individuals rights as set out in Article 28(3)(e) of the GDPR, communicate useful information of which it is aware to help the Third Party Data Controller to comply with the duty to respect the rights of Individuals; and
- 7.4.2 send to the Third-Party Data Controller any Individual request without answering it, unless authorised to do so.

**8. Security and Confidentiality**

- 8.1 All BT Group Companies will take appropriate technical and organisational security measures to ensure a level of security appropriate to the risks presented by the processing of Personal Data.
- 8.2 In determining the technical and organisational security measures, consideration will be given to the technological developments (state of the art), the cost of their implementation and the nature, scope and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of Individuals posed by BT's processing of Personal Data.

- 8.3 Any BT Group Company that becomes aware of a security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data (“**Personal Data Breach**”) will report such Personal Data Breach to the Group DPO without undue delay, providing details of the facts relating to the Personal Data Breach, its effects and the remedial action taken. If the Group DPO determines that the security breach is likely to result in:
- 8.3.1 a risk to the rights and freedoms of individuals, then the Supervisory Authority will be informed without undue delay and, where feasible, not later than 72 hours after the relevant BT Group Company became aware of the Personal Data Breach; or
  - 8.3.2 a high risk to the rights and freedoms of individuals, then in addition to informing the relevant Supervisory Authority in accordance with paragraph 8.3.1, affected Individuals will also be informed of the Personal Data Breach without undue delay, together with contact details of the Group DPO.
- 8.4 Where a Personal Data Breach occurs, details of the facts relating to the Personal Data Breach, its effects and the remedial action taken will be documented, and such documentation can be made available to the relevant Supervisory Authority upon request.
- 8.5 In relation to the processing of Third Party Personal Data, each BT Data Processor and BT Sub-Processor will: (i) implement security and organisational measures that as a minimum meet the requirements of the Applicable Laws of the Third Party Data Controller and also meet any particular measures specified in the relevant Data Processing Agreement; (ii) assist the Third Party Data Controller in ensuring compliance with the obligations set out in Article 32 to 36 of the GDPR, taking into account the nature of the processing and information available to the BT Data Processor or BT Sub-Processor, as applicable; and (iii) in case of a BT Data Processor, inform the Third Party Data Controller, and in case of a BT Sub-Processor, inform the BT Data Processor, of any relevant Third Party Personal Data security breach leading to the accidental or unauthorised loss, alteration, unauthorised disclosure of, or access to, Third Party Personal Data (a “**Third Party Personal Data Breach**”) without undue delay after becoming aware of such Third Party Personal Data Breach.
- 8.6 In relation to the processing of BT Personal Data, BT Data Processors will inform the BT Data Controller, and each BT Sub-Processor will inform the BT Data Processor, of any Personal Data Breach relating to BT Personal Data without undue delay after becoming aware of such Personal Data Breach.
- 8.7 The security and organisational measures implemented in order to protect Personal Data are set out in Appendix D to these Rules.

## 9. Internal Processing of Personal Data

- 9.1 Each BT Data Processor will follow the instructions of, and be bound by, the relevant Data Controller in relation to the processing of Personal Data.
- 9.2 Each BT Data Processor will be entitled to sub-contract the processing of Personal Data to a BT Sub-Processor, provided that the Data Controller has provided its prior specific or general authorisation (as, in the case of a Third-Party Data Controller, specified in the relevant Data Processing Agreement).
- 9.3 The prior specific or general authorisation of the Third Party Data Controller, as referred to in paragraph 9.2 above, may be provided as a general authorisation for all sub-processing activities in respect of the relevant Third Party Personal Data, or on a case by case basis. If a general authorisation is provided, then the relevant BT Data Processor will keep the Third-Party Data Controller informed of any changes concerning the addition or replacement of BT Sub-Processors as soon as practicable, so that the Third-Party Data Controller can object to the change.
- 9.4 Where a BT Data Processor acts for a BT Data Controller and the BT Data Controller is required by applicable Data Protection Legislation to put in place safeguards in respect of Personal Data transferred to data processors, the BT Data Processor shall comply with the obligations of a data processor as set out in Article 28(3) of the GDPR (or such equivalent obligations of a data processor as set out in applicable Data Protection Legislation, in the case that the BT Data Controller is located outside of the EEA). In the absence of a specific contract with the BT Data Controller setting out these obligations the BT Data Processor will comply with the General Processor Requirements as set out in Appendix F to these Rules.

## 10. External Processing of Personal Data

- 10.1 A BT Group Company may only transfer Personal Data to an external data processor in accordance with the requirements and instructions of the Group DPO.
- 10.2 Where a BT Data Controller uses an external data processor to process Personal Data the BT Data Controller will:
- 10.2.1 make sure that the data processor provides sufficient guarantees that their processing will meet the requirements of applicable Data Protection Legislation and ensure the protection of the rights of individuals including that there are appropriate security and operational measures governing the processing of the Personal Data;
  - 10.2.2 make sure that the data processor continues to comply with those guarantees; and
  - 10.2.3 enter into a written contract with the data processor which will require the data processor to only act on the BT Data Controller's instructions and implement and comply with appropriate technical and organisational measures in such a manner that processing will meet the requirements of applicable Data Protection Legislation and ensure the protection of the rights of the Individuals.
- 10.3 Where a BT Data Controller transfers Personal Data to an external third party data processor based outside of the EEA and not in an Approved Country, in addition to the obligations set out in paragraph 10.2.1 and 10.2.2 above, the BT Data Controller will comply with the rules on the transfer of Personal Data to third countries (as set out in Articles 44 to 50 of the GDPR), which may be by entering into the Controller to Processor Model Clauses with the data processor in advance of the transfer. When the Controller to Processor Model Clauses are used, this will satisfy the requirement for a written contract as set out in paragraph 10.2.3 above.
- 10.4 Where a BT Data Controller transfers Personal Data to an external data controller based outside of the EEA and not in an Approved Country, the BT Data Controller will comply with the rules on transfer of Personal Data to third countries (as set out in Articles 44 to 50 of the GDPR), which may be by entering into the Controller to Controller Model Clauses with the external data controller.
- 10.5 A BT Data Processor will only be entitled to use an external sub-processor to process Third Party Personal Data with the prior specific or general authorisation as specified in the relevant Data Processing Agreement with the Third Party Data Controller as set out in paragraph 10.6 and in compliance with the relevant rules on the transfer of Personal Data to third countries (as set out in Articles 45-47 of the GDPR). The BT Data Processor will also be required to enter into a written Sub-Processing Agreement with the external sub-processor under which the external sub-processor must agree to:
- 10.5.1 implement and comply with appropriate technical and organisational measures to ensure a level of security appropriate to the risk taking into considerations in particular the risks that are presented by processing from accidental or unlawful destruction loss, alteration, unauthorised disclosure or access to personal data;
  - 10.5.2 only act on the BT Data Processor's instructions that the BT Data Processor itself received from the Third-Party Data Controller (unless otherwise required to do so by law) (save to the extent it would put the BT Data Processor in breach of Applicable Law, including Articles 45-47 GDPR);
  - 10.5.3 comply with such additional requirements of Article 28(4) of the GDPR; and
  - 10.5.4 otherwise respect the same data protection obligations applicable to the BT Data Processor in the relevant Data Processing Agreement and paragraphs 1.4, 4.3, 7.4, 8.5, 9.1, 10.5-10.6, 14.6-14.7, 15.2-15.9 and 16 of these Rules.
- 10.6 If a general authorisation is provided, as referred to in paragraph 10.5 above, then the relevant BT Data Processor will keep the Third Party Data Controller informed of any intended changes concerning the addition or replacement of external sub-processors as soon as practicable, so that the Third Party Data Controller can object to the change.
- 10.7 The above clauses 10.3 to 10.6 shall apply equally in the event there is a transfer by a BT Data Controller or a BT Data Processor in an Other Regulated Jurisdiction to an external data processor or controller in a third

country not deemed adequate under Applicable Data Protection Legislation, unless the Applicable Data Protection Legislation requires other or additional measures in which case the relevant BT Group Companies shall comply with such Applicable Data Protection Legislation.

## 11. Assurance and Audit

11.1 BT's internal audit function is comprised of three lines of monitoring and audit as follows:

11.1.1 **First Line of Monitoring and Audit (Business Frontline):** these are the controls that are in place within each BT Group Company in connection with its day-to-day business such as written policies, operational procedures, risk identification and self-assessment. Controls are designed into systems and processes and operational management is responsible for compliance.

11.1.2 **Second Line of Monitoring and Audit (Compliance Function):** these are the functions and executive committees that are in place to provide oversight of the effective operation of the business frontline including defining policies and guidance. Functions include group-wide teams in privacy and data protection, human resources, finance, security, IT, revenue assurance, legal and regulatory, regulatory compliance and the central Sarbanes-Oxley team. These functions are responsible for reviewing the management of risks at group, line of business and business unit level. Each function reports upon their work undertaken and significant findings to the appropriate executive risk oversight committees including: the executive committee; commercial facing unit audit committees; health and safety, security, global sourcing, ethics, data protection (which includes compliance with these Rules), corporate social responsibility and global sourcing committees; and the group risk panel. These functions may also report to BT Plc board's audit committee/risk committee as described in relation to the "Third Line of Monitoring and Audit" below. The regulatory compliance function carries out risk based annual reviews of compliance with these Rules and reports its findings to the board appointed executive and oversight sub-committees including: (i) the data governance risks and assurance group, (ii) the business specific audit and risk committee, (iii) the group compliance panel; and (iv) the regional governance committees.

11.1.3 **Third Line of Monitoring and Audit (Internal Audit):** this is the independent assurance provided by the BT Plc board audit and risk committee and the internal audit function that reports to that committee. Internal audit undertakes a programme of regular risk and compliance-based audits covering all aspects of both the first and second lines of monitoring and audit, including in relation to compliance with these Rules and verification that corrective actions identified by audits have been duly implemented. The findings from these audits are reported to the Group DPO, as well as all four lines of monitoring and audit: operational management; the executive and oversight sub-committees including: (i) the data governance risks and assurance group, (ii) the business specific audit and risk committee, (iii) the group compliance panel, (iv) the regional governance committees; and in addition the BT Plc board audit and risk committee.

11.2 Corrective actions are taken by the appropriate persons where a need for this is identified by reviews or audits carried out pursuant to paragraphs 11.1.1 to 11.1.3 above.

11.3 Subject to paragraph 11.7 below, summaries of the reviews described in paragraph 11.1.2 in relation to processing activities carried out in respect of Third Party Personal Data by BT Data Processors will be made accessible to the relevant Third Party Data Controller upon its reasonable request, subject to and in accordance with the terms and conditions of the relevant Data Processing Agreement.

11.4 Subject to paragraph 11.7 below, where a Third Party Data Controller has received the summaries referred to in paragraph 11.3, and can demonstrate that such summaries are not sufficient for that Third Party Data Controller's legitimate purposes, a BT Data Processor and BT Sub-Processor will accept, at the request of the relevant Third Party Data Controller, to submit their Personal Data processing facilities for audit of those processing activities relating to the Third Party Personal Data of that Third Party Data Controller. The audit will be: (i) carried out by the Third Party Data Controller or independent and professionally qualified auditors selected by the Third Party Data Controller (where applicable in agreement with the relevant Supervisory Authority); (ii) at the Third Party Data Controller's sole expense (such expense to include BT's expenses in responding to and engaging with the audit); (iii) subject to the BT Data Processor and/or BT Sub-Processor's confidentiality requirements; and (iv) carried out without unreasonable disruption to the relevant BT Data Processor and/or BT Sub-Processor.

- 11.5 Subject to paragraph 11.7 below, a BT Group Company will communicate the outcome of any review or audit in its jurisdiction or in relation to Personal Data exported from the EEA to that jurisdiction that is carried out under paragraphs 11.1.2 or 11.1.3, to any competent Supervisory Authority upon request by that Supervisory Authority.
- 11.6 Subject to paragraph 11.7 below, a BT Group Company will allow the competent Supervisory Authority to audit that BT Group Company in order to gather the information necessary to demonstrate the BT Group Company's compliance with these Rules.
- 11.7 BT Group Companies will only share information with, and permit audits by:
- 11.7.1 their competent Supervisory Authority, to the extent strictly required by this paragraph 11 and in accordance with the laws applicable to the Supervisory Authority and provided that: (i) the information and/or audit relates only to compliance with these Rules; (ii) the information and/or audit does not contain or involve any confidential information relating to or owned by a third party; (iii) the information and/or audit is not privileged (or benefits from similar or related protections anywhere in the world); and (iv) disclosure of the information or conduct of the audit would not be in conflict with any Applicable Law; or
  - 11.7.2 the relevant Third Party Data Controller (in the absence of specific other contractual arrangements with regard to information sharing and audits between the Third Party Data Controller and the relevant BT Group Company), to the extent strictly required by this paragraph 11 and in accordance with Applicable Data Protection Legislation and provided that: (i) the information and/or audit relates only to compliance with these Rules; (ii) the information and/or audit does not contain or involve any commercially sensitive information or draft or preparatory documents relating to or owned by any BT Group Company, or any of their respective clients; (iii) the information and/or audit does not contain or involve any confidential information relating to or owned by a third party; (iv) the information and/or audit is not privileged (or benefits from similar or related protections anywhere in the world); and (v) disclosure of the information or conduct of the audit would not be in conflict with any Applicable Law.
- 11.8 BT Group Companies will immediately notify the relevant Third Party Data Controller if, in that BT Group Company's opinion, an instruction from that Third Party Data Controller in relation to the sharing of information or audit activities in accordance with this paragraph 11 infringes Data Protection Legislation.

## 12. Compliance Structure

- 12.1 BT's compliance structure is comprised of a Group DPO appointed in accordance with the criteria set out in Article 37, GDPR, who is supported by a network of privacy professionals. These privacy professionals are aligned to BT's key business lines and report into the Group DPO. In addition, BT has a number of regional data protection leads, which stakeholders have a local remit but interact with BT's wider privacy network on a global basis across all BT Group Companies. Together, these stakeholders form the "**BT Privacy Office**".
- 12.2 The Group DPO's role is to advise the Board of Directors, deal with data protection authorities' investigations, report annually on compliance with these Rules and oversee and ensure compliance with these Rules at a global level.
- 12.3 The BT Privacy Office, including BT's network of privacy professionals and regional data protection leads, with support from relevant BT Personnel is responsible for handling complaints from Individuals in all jurisdictions, reporting major privacy issues to the Group DPO and for ensuring compliance at a local level, including with these Rules.

## 13. Conflicts

- 13.1 In the event that any person within a BT Group Company has reasons to believe that Applicable Laws may prevent any BT Group Company from fulfilling its obligations under these Rules or have a substantial adverse effect on how these Rules work, that person is required to promptly notify the Group DPO by using [this form](#) or on the following contact details:

### For within the EEA

BT Nederland

Herikerbergweg 2,  
1101 CM Amsterdam  
The Netherlands

**For outside the EEA**

British Telecommunications plc

Data Privacy Team, BT  
Floor 16  
1 Braham Street  
London  
E1 8EE

- 13.2 Without prejudice to paragraph 13.1, if any BT Group Company reasonably believes that a BT Data Controller or BT Data Processor is subject to a legal requirement (including any legally binding request for disclosure of the personal data by a law enforcement authority or state security body) in a non-Approved Country outside the EEA that is likely to have a substantial adverse effect on the guarantees provided by these Rules, that BT Group Company shall promptly notify the Group DPO using the details set out at paragraph 13.1 above. If, upon receipt of such notice, the Group DPO agrees that the legal requirement to which the relevant BT Group Company is subject is likely to have a substantial adverse effect on the guarantees provided by these Rules, the Group DPO will notify the Supervisory Authority, such notice to include information about the data requested, the requesting body, and the legal basis for that disclosure, unless prohibited from doing so by Applicable Law.
- 13.3 In the event that a BT Data Processor or BT Sub-Processor has reason to believe that existing or future Applicable Law may prevent it from fulfilling the instructions received from the Third-Party Data Controller in relation to Third Party Personal Data, or its obligations under these Rules or the relevant Data Processing Agreement, it will promptly notify this to:
- 13.3.1 the Third-Party Data Controller, which provided that the notification concerns a genuine conflict that cannot be remedied, may be entitled to suspend the relevant data transfer and/or terminate the relevant Data Processing Agreement, subject to the terms of the relevant Data Processing Agreement; and
  - 13.3.2 the EU headquartered BT Data Processor or BT Group Company's privacy officer/function; and
  - 13.3.3 the Supervisory Authority governing the Third-Party Data Controller's processing activities, if instructed by the Third-Party Data Controller in accordance with the Data Processing Agreement; and
  - 13.3.4 the Supervisory Authority governing the BT Data Processor's processing activities,
- in each case save to the extent the relevant BT Data Processor or BT Sub-Processor is prohibited from so notifying.
- 13.4 The BT Data Processor or BT Sub-Processor will communicate any legally binding request for disclosure of Third-Party Personal Data by a law enforcement authority to the relevant Third-Party Data Controller unless otherwise prohibited, such as due to a prohibition under criminal law in order to preserve the confidentiality of a law enforcement investigation. In any case, unless otherwise prohibited by Applicable Law, the request for disclosure should be put on hold and the Supervisory Authorities referred to in paragraph 13.3.3 and 13.3.4 above and the lead Supervisory Authority for these Rules should be clearly informed about the request, such notice to include information about the data requested, the requesting body, and the legal basis for that disclosure, unless prohibited from doing so by Applicable Law.
- 13.5 Any transfers of Personal Data to a law enforcement authority must be based on legal grounds according to Applicable Law. In the case of a conflict of laws, it may be necessary to refer to the applicable international treaties and agreements.
- 13.6 In the event that any Applicable Law imposes a higher level of protection for Personal Data than that described in these Rules, then the relevant Applicable Law will take precedence over these Rules in respect of the point of conflict only.

- 13.7 No BT Group Company will be responsible for any breach of these Rules, if and to the extent that compliance with these Rules is prevented by an Applicable Law.

## 14. Complaints

- 14.1 If an Individual would like to make a complaint in relation to these Rules, he or she can contact BT using the contact details below and providing full details of the issue:

### **For within the EEA**

Customer Service Manager  
Herikerbergweg 2,  
1101 CM Amsterdam  
The Netherlands  
Telephone: 0031 88 212 8000

### **For outside the EEA**

#### Residential

Customer Service Manager  
BT Customer Correspondence Centre  
Providence Row  
Durham  
DH98 1BT  
Telephone: 0800 800 150

#### Small business

BT Business Accounts  
Providence Row  
Durham  
DH98 1BT  
Telephone (sales/services): 0800 800 152  
Telephone (billing): 0845 600 6156  
Telephone (faults): 0800 800 154

### **Procedure for BT Data Controllers**

- 14.2 The relevant contact set out in paragraph 14.1 above will:
- 14.2.1 liaise with all relevant internal departments and external businesses and people to deal with the complaint;
  - 14.2.2 acknowledge receipt of the complaint as soon as reasonably practicable, and no later than 5 Working Days after receiving it;
  - 14.2.3 aim to respond substantively to the complaint without undue delay and in any event within 14 Working Days after acknowledging receipt of it, although if the complaint is particularly complex or due to the volume of complaints received by a BT Group Company, the response may be extended by a further two months (or such longer period as is permitted under Data Protection Legislation). In such cases the BT Group Company will inform the Individual of, and the reasons for, this extension of its response time;
  - 14.2.4 use reasonable endeavours to acknowledge receipt of the complaint and respond substantively to it promptly for matters which are urgent, provided that the Individual making the complaint has made it clear that the matter is urgent, and
  - 14.2.5 have an appropriate level of independence in the exercise of its functions.
- 14.3 If the complaint is rejected, the Individual will be told of this without undue delay, and in any event within 10 Working Days.
- 14.4 If the complaint is justified, the Individual will be told of this without undue delay and in any event within 10 Working Days after the decision has been made. The relevant contact set out in paragraph 14.1 above will make sure that any corrective actions are taken to deal with the matters raised in the complaint.



- 14.5 Individuals are also entitled to make a complaint to the Supervisory Authority, or the court described in paragraph 15.1 below instead of and/or in addition to using the internal complaints procedure set out in this paragraph 14.

***Procedure for BT Data Processors***

- 14.6 Where any BT Data Processor or BT Sub-Processor receives a complaint from an Individual in relation to Third Party Personal Data the BT Data Processor or BT Sub-Processor will forward the complaint or request to the relevant Third-Party Data Controller without delay and without obligation to handle it (unless otherwise agreed with the Third-Party Data Controller).
- 14.7 In the event that the relevant Third Party Data Controller disappears factually, ceases to exist in law or becomes insolvent the complaint or request from the Individual will be dealt with in accordance with the procedure set out in paragraphs 14.2 to 14.5 above.

**15. Third Party Beneficiary Rights and Liability**

***Rights and liabilities applicable to BT Data Controllers***

- 15.1 In the event that an Individual suffers material or non-material damage as a direct result of a breach of these Rules by a BT Data Controller then, subject to the limitation of liability provisions set out in paragraph 15.15-15.18 below, the Individual is entitled to bring a claim for remediation of the relevant breach (where the breach is remediable) and/or compensation as a third party beneficiary against the BT Data Controller that is responsible for the breach before:
- 15.1.1 the courts of the relevant EEA based BT Data Controller that is at the origin of the transfer of Personal Data outside of the EEA;
  - 15.1.2 the courts of the relevant non-EEA based BT Data Controller;
  - 15.1.3 the Supervisory Authority located in the jurisdiction in which (i) the Individual has their habitual residence, (ii) the Individual works or (iii) the alleged breach took place; or
  - 15.1.4 the courts of the jurisdiction in which the Individual has their habitual residence.

Any references to “damages” in the remainder of this paragraph 15 shall be deemed to include both material and non-material damages.

***Rights and Liabilities applicable to BT Data Processors***

- 15.2 In the event that an Individual suffers damage as a direct result of any breach of paragraphs 1.3, 1.4, 3.4, 4.3, 6.1, 7.4, 8.1, 8.3, 8.5, 8.6, 9.1, 9.2, 9.4, 10.5, 10.6, 13.3, 14, 15.2-15.6, 15.9-15.12, 16.1.3 and 16.2-16.4 of these Rules by a BT Data Processor in respect of Personal Data then, subject to paragraphs 15.15-15.18, that Individual is entitled to bring a claim for remediation of the relevant breach (where the breach is remediable) and/or compensation as a third party beneficiary directly against the BT Data Processor or from the Data Controller for the damage suffered.
- 15.3 If an Individual is not able to bring a claim in accordance with paragraph 15.2 against the Data Controller arising out of a breach by a BT Data Processor in respect of Personal Data because the Data Controller has factually disappeared or ceased to exist in law or has become insolvent, the Individual may issue a claim against the relevant BT Data Processor as if it were the Data Controller, unless any successor entity has assumed the entire legal obligations of the Data Controller by contract or by operation of law, in which case the Individual can enforce its rights against such entity.
- 15.4 The BT Data Processor of Personal Data may not rely on a breach by a relevant BT Sub-Processor or external sub-processor of its obligations in order to avoid its own liabilities.
- 15.5 Where the BT Data Processor and a Data Controller involved in the same processing of Personal Data are both found to be responsible for any damage caused to an Individual by such processing, the Individual may receive compensation for the entire damage from the BT Data Processor.
- 15.6 If an Individual is not able to bring a claim against the Data Controller or the relevant BT Data Processor arising out of a breach by any BT Sub-Processor of paragraphs 1.3, 1.4, 3.4, 4.3, 6.1, 7.4, 8.1, 8.3, 8.5, 8.6,

9.1, 9.2, 9.4, 10.5, 10.6, 13.3, 14, 15.2-15.6, 15.9-15.12, 16.1.3 and 16.2-16.4 in respect of Personal Data because both the relevant Data Controller and the BT Data Processor have factually disappeared or ceased to exist in law or have become insolvent, the Individual may, subject to paragraphs 15.15-15.18, issue a claim against the relevant BT Sub-Processor as if it were the Data Controller or the BT Data Processor, unless any successor entity has assumed the entire legal obligations of the relevant Data Controller or BT Data Processor by contract or by operation of law, in which case the Individual can enforce its rights against such entity. The liability of the relevant BT Sub-Processor shall be limited to its own processing operations.

15.7 The relevant jurisdiction for the claim shall be:

- 15.7.1 the courts of the Data Controller; or
- 15.7.2 the courts of the relevant BT Data Processor; or
- 15.7.3 the courts of the relevant BT Sub-Processor; or
- 15.7.4 the Supervisory Authority located in the jurisdiction in which (i) the Individual has their habitual residence, (ii) the Individual works or (iii) the alleged breach took place; or
- 15.7.5 the courts of the jurisdiction in which the Individual has their habitual residence.

and the Individual must agree to submit to the exclusive jurisdiction of the jurisdiction where the claim is made.

15.8 These Rules are, where there is a separate agreement, either incorporated by reference (including a link to enable electronic access to these Rules) into the relevant Data Processing Agreement(s) or annexed to the relevant Data Processing Agreement(s), and each Data Controller has the right, subject to paragraphs 15.15-15.18, to bring a claim for remediation (where remediation is possible) and/or compensation for damage suffered in respect of any breach in relation to Personal Data of:

- 15.8.1 these Rules, against any BT Data Processor acting on the Data Controller's behalf in the event of any breach of these Rules caused directly by that BT Data Processor; or
- 15.8.2 these Rules (including Appendix F) or the relevant Data Processing Agreement, against any BT Data Processor acting on the Data Controller's behalf in the event of any breach of these Rules (including Appendix F) or the relevant Data Processing Agreement caused directly by a BT Sub-Processor acting on behalf of that BT Data Processor; or
- 15.8.3 any relevant Sub-Processing Agreement against any BT Data Processor acting on that Data Controller's behalf in the event of a breach of the Sub-Processing Agreement by an external non-EEA based sub-processor appointed under that Sub-Processing Agreement.

15.9 The relevant jurisdiction for the claim shall be:

- 15.9.1 the courts of the Data Controller; or
- 15.9.2 the courts of the relevant BT Data Processor; or
- 15.9.3 any Supervisory Authority that is able to exert jurisdiction over the claim,

and the Data Controller must agree to submit to the exclusive jurisdiction of the jurisdiction where the claim is made.

### ***Burden of Proof***

15.10 Subject to paragraphs 15.15-15.18 below each BT Group Company acknowledges that: in the event that an Individual or Data Controller can establish facts which show that it is likely that he/she/it has suffered damages and is entitled to make a claim under this paragraph 15 the burden of proof rests with any BT Group Company that the Individual or Data Controller is entitled to claim against (as set out in this paragraph 15) (the "**Responsible BT Group Company**") to demonstrate that the BT Group Company or the external sub-processor that is alleged to have caused the breach is not liable for the breach resulting in the damages claimed by the Individual or Data Controller.

- 15.11 In the event that a Responsible BT Group Company can prove that a relevant BT Group Company or external sub-processor is not liable for the alleged breach, then the Responsible BT Group Company and the BT Group Company and/or external sub-processor alleged to have committed the breach may discharge themselves from any responsibility in connection with any claim made by an Individual or Data Controller on the basis of that alleged breach.
- 15.12 A BT Group Company or external sub-processor shall not be considered to have breached these Rules (including Appendix F), a relevant Data Processing Agreement or any relevant Sub-Processing Agreement (as applicable) if it has achieved the standard of care that is appropriate in the circumstances and/or acted (or omitted to act) in accordance with Applicable Law.
- 15.13 If it is held that a BT Group Company or external sub-processor has breached these Rules (including Appendix F), a relevant Data Processing Agreement or any relevant Sub-Processing Agreement (as applicable) it will be the responsibility of the person who brought the claim to prove that he or she suffered damage as a result of such a breach and to prove the amount of the damage.

#### ***Limitation of liability***

- 15.14 The submission by any BT Group Company to a jurisdiction in respect of a claim relating to a breach of these Rules shall not constitute submission to that jurisdiction, in respect of any claims that do not relate to compliance by a BT Group Company with these Rules or for any other purpose whatsoever.
- 15.15 To the maximum extent permitted by Applicable Laws, no BT Group Company shall be liable for:
- 15.15.1 any damages which it has proven not to be responsible for in any way;
  - 15.15.2 punitive or exemplary damages (i.e. damages intended to punish a party for its conduct, rather than to compensate the victim of such conduct); or
  - 15.15.3 indirect loss, consequential loss or special damages, howsoever caused.
- 15.16 In any event, a BT Group Company will only be liable for damages which have been:
- 15.16.1 agreed by the relevant BT Group Company under a signed settlement or compromise agreement with the relevant person; or
  - 15.16.2 awarded against a BT Group Company by a judgment that cannot be appealed or under a court order, or by any other legal award made by a court or tribunal with valid jurisdiction.
- 15.17 In any event and to the maximum extent permitted by Applicable Laws, any non-EEA located BT Group Company's liability under or in connection with these Rules shall not exceed the total amount of £3 million. Any remaining damages to be paid as a result of the liability of such non-EEA located BT Group Company on top of such capped amount, shall be borne by BT Nederland, provided that BT Nederland shall in addition procure payment by the relevant non-EEA located BT Group Company of any damages for which that non-EEA located BT Group Company is liable under or in connection with these Rules which fall below the limit of liability set out in this Clause 15.17.
- 15.18 Notwithstanding any other provision of these Rules and to the maximum extent permitted by Applicable Law, the total liability of BT under these Rules to a Third-Party Data Controller shall not exceed the unexhausted cap on liability in the relevant Data Processing Agreement between any BT Group Company and any member of the relevant Third-Party Data Controller's group of companies.

## **16. Cooperation with Data Protection Authorities**

- 16.1 All BT Group Companies co-operate and help one another to deal with any:
- 16.1.1 request by an Individual, including for a copy of their Personal Data;
  - 16.1.2 complaint by an Individual, or
  - 16.1.3 inquiry or investigation by the competent Supervisory Authority.

- 16.2 Each BT Group Company will respect and comply with any advice given by the relevant Supervisory Authority on any issues regarding these Rules.
- 16.3 Each BT Data Processor or BT Sub-Processor will: (i) accept that its Third-Party Personal Data processing facilities in respect of processing activities carried out on behalf of a Third-Party Data Controller, may be audited by the Supervisory Authority competent for that Third Party Data Controller; and (ii) respect and comply with any advice given by the Supervisory Authority on any issues regarding the interpretation of these Rules.
- 16.4 Each BT Data Processor or BT Sub-Processor will, in respect of Third-Party Personal Data cooperate and assist the relevant Third-Party Data Controller to comply with applicable Data Protection Legislation to the extent reasonably possible and within a reasonable timeframe.

## 17. New BT Group Signatories

- 17.1 Subject to the prior agreement of the Group DPO (which will only be provided where the Group DPO is satisfied that the new party is capable of complying with the terms of these Rules), a new party may be added to these Rules provided that it is a member of BT and signs a Deed of Adherence to be bound by these Rules.

## 18. Variations to these Rules

- 18.1 From time to time, it may be necessary to change these Rules or add to them. In particular, this may be because of a change:
- 18.1.1 in Applicable Law; or
  - 18.1.2 to the structure of BT's group of companies.
- 18.2 Subject to paragraphs 18.3-18.6, BT Nederland shall be entitled to amend or vary these Rules without the consent of any other BT Group Companies, Individuals or third party, to the extent such amendment or variation is not prohibited by the terms of these Rules. BT Nederland shall notify such amendments to the BT Group Companies and such amendments shall come into force 30 days after the date of such notice.
- 18.3 If the Rules are changed or added to in accordance with paragraph 18.2, the Group DPO will:
- 18.3.1 ensure an up-to-date version of these Rules is published and publicly available on BT's website (in accordance with paragraph 6.1);
  - 18.3.2 upon request, provide any necessary information to Individuals or the Supervisory Authority in respect of such changes and a list of the BT Sub-Processors or external sub-processors referred to in Paragraphs 9.3 and 10.6; and
  - 18.3.3 in case of substantive changes or additions affect processing activities carried out by BT Group Companies on behalf of Third-Party Data Controllers, report such changes or additions to the relevant Third-Party Data Controller.
- 18.4 Without prejudice to paragraph 18.3, BT will notify the competent Supervisory Authority of any changes or additions made during a calendar year to (i) these Rules or (ii) the BT Group Companies which are bound by these Rules, in both cases reasonably promptly after the end of that calendar year, and shall provide a brief explanation of the reasons justifying such changes or additions.
- 18.5 If a change to the Rules would possibly affect the level of protection offered by the Rules or significantly affect their bindingness, such change must be promptly communicated to the competent Supervisory Authority.
- 18.6 Some changes or additions (particularly those which significantly affect data protection compliance) may need to be authorised by the Supervisory Authorities.
- 18.7 Where paragraph 18.3.3 applies and the change or addition will have a material impact on the conditions under which Third Party Personal Data is processed for the Third Party Data Controller, for example a change in BT Sub-Processors or external sub-processors, BT will notify the relevant Third Party Data

Controller(s) as soon as practicable in order to enable the Third Party Data Controller(s) to object to the change or addition and provided that the objection cannot be remedied, the Third Party Data Controller(s) may be entitled to change or terminate the relevant Data Processing Agreement, subject to the terms and conditions of the relevant Data Processing Agreement, in advance of implementation of the proposed change or addition.

18.8 Appendix G of these Rules contains a revision history that sets out information about changes made to these Rules, including the date of the change and a summary of the change, which Appendix shall be maintained by the Group DPO.

## 19. **Governing law**

19.1 These Rules and any non-contractual obligations arising out of or in connection with them shall be governed by Dutch law. For the avoidance of doubt, nothing in these Rules waives or varies rights Individuals may have under applicable Data Protection Legislation.

Find out more at [bt.com](https://bt.com)

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# BT Group